

NOTICE FOR PROPOSALS

(Chapter 103D, HRS)
HMS-903-08-07-S

Sealed proposals to design and develop specifications and perform systems acceptance testing for a performance management system that will provide the State the ability to analyze and improve performance as well as to satisfy federal reporting requirements as it relates to Temporary Assistance for Needy Families (TANF) work participation compliance, will be received during regular business hours until October 18, 2007, 12:00 p.m. Hawaii Standard Time (HST) by the:

Department of Human Services (DHS)
Benefit, Employment and Support Services Division (BESSD)
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813

All proposals e-mailed or faxed will **NOT** be accepted. All sealed proposals shall be delivered to the aforementioned office during regular business hours Monday through Friday 8:00 a.m. to 4:30 p.m., except holidays. All sealed proposals delivered to the Department of Human Services, Benefit, Employment and Support Services Division after October 18, 2007, 12:00 p.m. (HST), will **NOT** be accepted and will be returned unopened.

If a company is interested in responding to this solicitation, they shall register their company by fax or e-mail for this specific solicitation by October 11, 2007. Registrations and requests to obtain a hard copy of the solicitation received by the DHS after October 11, 2007 will **NOT** be accepted.

For registration instructions, please refer to the HMS-903-08-07-S-READ, NOTICE TO INTERESTED PARTIES.

Award of this RFP is subject to available funds and the receipt of all appropriate approvals.

Lillian B. Koller, Director
Department of Human Services

State of Hawaii
Procurement Notices System
September 17, 2007

HMS-903-08-07-S-READ

NOTICE TO INTERESTED PARTIES

IMPORTANT: PLEASE READ BEFORE DOWNLOADING THE SOLICITATION

This solicitation is provided to you for information purposes only and is not an official document unless you register your company. To register your company, please provide the information specified under "REGISTRATION".

If your company is interested in responding to this solicitation, register your company by fax or e-mail to submit an offer on this solicitation. The solicitation can be downloaded from the "More Info" link associated with this notice on the State & County Procurement Notices web site; <http://www4.hawaii.gov/bidapps/>.

If you DO NOT register your company, any applicable addenda or correspondences will NOT be sent to you, and your offer will be automatically rejected and NOT considered for award.

REGISTRATION:

Send the registration by FAX or E-mail to:

FAX No.: 808.586.5744

E-Mail Address: snakasone2@dhs.hawaii.gov

Provide the following information:

➤ Regarding: "Registration for HMS-903-08-07-S, Technical Design of a Temporary Assistance for Needy Families (TANF) Performance Management System."

- | | |
|--------------------------|--------------------|
| ➤ Name of Company | ➤ Mailing Address |
| ➤ Name of Contact Person | ➤ E-Mail Address |
| ➤ Telephone Number | ➤ Facsimile Number |

To Request a copy of this solicitation to be mailed or delivered:

Send the request by FAX or E-mail to:

FAX No.: 808.586.5744

E-Mail Address: snakasone2@dhs.hawaii.gov

Provide the following information:

➤ Regarding: "Registration/Mail for HMS-903-08-07-S Technical Design of a Temporary Assistance for Needy Families (TANF) Performance Management System."

- | | |
|--|--------------------|
| ➤ Name of Company | ➤ Mailing Address |
| ➤ Name of Contact Person | ➤ E-Mail Address |
| ➤ Telephone Number | ➤ Facsimile Number |
| ➤ Courier mail provider (FedEx or equivalent) account number (if this is not provided the document will be sent by U.S. Postal Service first class mail) | |



REQUEST FOR PROPOSAL (RFP)

RFP NO. HMS-903-08-07-S

Issued By:

DEPARTMENT OF HUMAN SERVICES,
BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION

for

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES

SEALED PROPOSAL TO

TECHNICAL DESIGN OF A TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

PERFORMANCE MANAGEMENT SYSTEM

September 17, 2007

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2. **SIGNIFICANT DATES**

The schedule set herein represents the State's best estimate of the schedule to be followed.

RFP Available for Pickup	September 17, 2007; 7:45 a.m., through October 11, 2007; 4:30 p.m.
Written Questions Deadline	October 1, 2007; 4:30 p.m.
Proposal Submission Deadline	October 18, 2007, 12:00 p.m.
Evaluation of Proposals	October 22, through October 26, 2007
Contractor Selection and Award*	October 26, 2007*

* - The AWARD of this bid shall be contingent upon all approvals and funding being received.

3. TERMS AND DEFINITIONS

BESSD – Benefit, Employment and Support Services Division

Bidder – Any individual, partnership, firm, corporation, joint venture, representative or agent, submitting an offer in response to this solicitation.

DHS – Department of Human Services

DRA – Deficit Reduction Act of 2005

ECCPO – Employment, Child Care Program Office

GC – General Conditions issued by the State Department of Attorney General

HAR – Hawaii Administrative Rules

HRS – Hawaii Revised Statutes

HST – Hawaii Standard Time

IT Equipment – Personal computers (PC), monitors, laptops, servers and printers.

OIT – Office of Information Technology

Procurement Officer – The contracting officer for the State Department of Human Services

RFP – Request For Proposals

TANF – Temporary Assistance for Needy Families

State – State of Hawaii, including each department's and political subdivisions.

WEI – Work Eligible Individual

4. REQUEST FOR PROPOSAL

A. GENERAL INFORMATION

The State of Hawaii, Department of Human Services (DHS), Benefit & Support Services Division (BESSD) is seeking Contractor services to develop specifications and perform systems acceptance testing for a performance management system that will provide the State the ability to analyze and improve performance as well as to satisfy federal reporting requirements as it relates to Temporary Assistance for Needy Families (TANF) work participation compliance.

B. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of the RFP is to receive proposals to develop specifications and perform systems acceptance testing for a performance management system that will provide the State the ability to analyze and improve performance as well as to satisfy federal reporting requirements as it relates to Temporary Assistance for Needy Families (TANF) work participation compliance.

Each technical solution must utilize proven techniques to meet the requirements.

The technical specifications are detailed in Section 6.

C. SIGNIFICANT DATES

The Significant Dates lists all deadlines of the RFP. Any changes to the schedule will be in writing and distributed to all registered Contractors in a timely and meaningful manner.

D. ISSUING OFFICE AND CONTACT PERSON

The RFP issuing office is:

**Benefit, Employment and Support Services Division
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813
Attention: Scott Nakasone
Employment and Child Care Program Office**

E. CONTRACT ADMINISTRATOR

The RFP contract administering office is:

**Benefit, Employment & Support Services Division (BESSD)
Systems Operations & Requirements Staff Administrator
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813**

F. CONTRACTOR SELECTION PROCESS

The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with State law, regulations and the following process.

Final selection will not be based on cost alone. Proposals will be evaluated on the basis of which Contractor can best provide, within the time limit specified, the services described in scope of services, work plan, staffing and experience of the staff, and project management, control method and experience.

Each Contractor will be accorded fair and equal treatment prior to the submittal date specified in the RFP with respect to any opportunity for discussion and clarity of the proposal.

The Department reserves the right to request necessary amendments, reject any or all proposals received, waive defects and/or cancel this RFP, or negotiate separately in any manner necessary to serve the best interests of the State. The Department does not intend to award a contract solely on the basis of this request: the proposal information obtained will be used to help determine the overall suitability of the services to be provided.

G. WRITTEN QUESTIONS

Prospective Contractors may submit technical and contractual questions regarding the RFP in writing to the issuing office no later than the date and time specified in the Significant Dates. Telephone questions will not be permitted. The State will accept written questions submitted by facsimile, e-mail or through the U.S. Postal Service or a commercial service; however the State will not be responsible for any missed or late delivery.

All questions and answers regarding this RFP will be sent to all registered Contractors. The questions and answers will become an addendum to the RFP. Only written responses by the State will be considered official. The names of firms submitting written questions will not be disclosed.

H. USE OF TELEFACSIMILE MACHINES AND E-MAIL

The State may use facsimile machines or e-mail to transmit information to prospective Contractors in addition to the U.S. Postal Service and commercial delivery services for original copy.

Prospective Contractors assume sole responsibility for ensuring that the State actually receives (on a timely and complete basis) written questions and other inquiries.

- The State telefacsimile number Contractors may use is: (808) 586-5744.
- The e-mail address is: snakasone2@dhs.hawaii.gov.

Contractors may not submit technical or cost proposals by telefacsimile or electronically. Proposals submitted in whole or in part by facsimile, e-mail, by modem, or an electronic media will be rejected.

I. ORAL PRESENTATIONS

Contractors may be required to make an oral presentation of their proposal. If an oral presentation is requested, the Contractor must send key personnel, including the proposed Project leader. Such presentations provide an opportunity for the Contractor to clarify its proposal to ensure a thorough mutual understanding. The RFP contact person of the issuing office will notify those Contractors selected to give oral presentations.

J. DISQUALIFICATION OF PROPOSALS

The Department reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth or referenced in this RFP and which demonstrate an understanding of the requirements and the scope of work requested.

A proposal will be disqualified and the proposal automatically rejected for any one or more of the following reasons:

1. Proof of collusion among Contractors, in which case, all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Contractor.
2. Contractor's lack of responsibility and cooperation as shown by past work or services rendered.
3. Contractor's being in arrears on existing contracts with the State or having defaulted on previous contracts.
4. Delivery of the proposal after the deadline specified in the Significant Dates.
5. Contractor's failure to pay, or satisfactorily settle all bills overdue for labor and materials on previous contracts with the State at the time of issuance of the RFP.
6. Proposal Submission Form is unsigned.
7. Proposal contains items non-compliant with applicable law; proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
8. Proposal has provisions reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in this solicitation.
9. Proposal is inconsistent such that price for any phase is obviously out of proportion to the prices for other phases.

Only one proposal for the same work from an individual, firm, partnership, corporation or joint venture under the same or different names will be accepted. If more than one proposal is offered for the same work only the lowest priced proposal will be considered, all others will be automatically rejected. However, competing subsidiary or jointly-owned companies may submit proposals and these may be accepted for evaluation and award if such companies submit with their proposals a certificate of non-collusion, sworn to before a notary, which acknowledges that the proposals are offered without collusion.

All proposals become the property of the State of Hawaii. The successful proposal will be incorporated in the resulting contract by reference.

K. EXECUTION OF CONTRACT

The successful Contractor will be required to enter into a formal written contract with the Department in accordance with the laws, rules and regulations of the State of Hawaii. This RFP, the Agreement and General Conditions (Appendix A) become the terms and conditions of this agreement. The Contractor in its proposal, which, if successful, will become part of the contract, therefore must specifically define any deviations.

This RFP is specifically not intended to solicit proposals for contracts on the basis of cost plus or open-ended rate schedules with the exception that any additional technical services may be negotiated on a task order basis for a firm fixed price.

The funds available for this project are limited. The Department reserves the right to contract for all or portions of the services being solicited whichever appear to be in the best interest of the State. If the Department is not satisfied with the awarded Contractor's work on the project and the contract is for all of the services, the Department reserves the right to cancel the contract and request new proposals for the remainder of the services.

Upon selection and award for the work, the Department will send the formal contract to the successful Contractor for signature and execution. The contract shall be signed by the successful Contractor and returned with other required documents, within eight (8) calendar days after receipt by the Contractor or within such further time as the Director may allow.

No contract shall be binding upon the Department until the contract has been fully and properly executed by all the parties thereto and the State Comptroller has, in accordance with the Section 103-39, Hawaii Revised Statutes, endorsed thereon his certificate that there is an available unexpended appropriation or balance of appropriation over and above all outstanding contracts sufficient to cover the amount required by such contract. Further, the contract shall not be considered to be fully executed unless the Department of the Attorney General of the State of Hawaii has approved the contract as to form and the Director of the Department of Human Services has signed the contract.

Any work performed by the successful Contractor prior to receipt of a fully executed copy of the contract shall be at the Contractor's own risk and expense. The State and the Department are not and will not be liable for any work, contract costs, expenses, loss of profits or damages whatsoever incurred by the successful Contractor prior to the receipt of a fully executed contract.

If the successful Contractor is other than a sole proprietorship, it shall submit satisfactory evidence (certificate or corporate resolution, power of attorney or other such evidence of authority) of the signer's authority to execute on the contract date the contract on behalf of the successful Contractor.

Costs for developing the proposals are solely the responsibility of the Contractors, whether or not any award results from this solicitation. The State will not provide any reimbursement to any Contractor for such costs. Any cost associated with oral presentations to the Department will also be the responsibility of the Contractor and will not be charged to the State.

L. SUBCONTRACTS

If selected, the Contractor is fully responsible for all work performed under the contract. In the event of a proposal submitted jointly by more than one organization, one organization must be designated as the prime Contractor. All other participants shall be designated as subcontractors.

The Contractor may, with the approval of the Department, after the signing of the contract enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts must be approved in writing by the Department prior to the effective date of any subcontract. Reasons must be presented in writing for any subcontract to be awarded outside the State of Hawaii. No subcontract that the Contractor enters into with respect to performance of

this contract shall in any way relieve the Contractor of any responsibility for performance of duties.

The Contractor shall give the Department immediate notice by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor may result in litigation related in any way to the contract with the Department.

5. SPECIAL PROVISIONS

A. SCOPE

Work included under the contract awarded pursuant to this RFP are specified in Section 6; Scope of Services.

All products and services required to complete this RFP shall be provided to the State of Hawaii, Department of Human Services in accordance with these SPECIAL PROVISIONS, and SCOPE OF SERVICE.

The State, at its option, may elect to contract with the awarded Contractor for all or portions of the total services to be performed.

All proposals submitted must be legible and must be in accordance with the terms and conditions stated herein.

B. EVALUATION AND SELECTION

Only those proposals that meet all of the terms, conditions, and requirements specified in this RFP shall be considered. All other proposals submitted shall be considered non-responsive and will be eliminated from the evaluation and selection process.

Each eligible proposal will be reviewed by a Selection Committee to determine conformance to all of the terms, conditions, and requirements specified in this RFP. All mandatory requirements must be met by the proposal submitted.

Contractor(s) may be asked to provide additional information on technical and other specifications proposed to the selection committee with a two (2) workday notice.

All responses will be verified to ascertain that the Contractor meets the requirements specified in the Technical Specifications, Special Provisions, and General Conditions of the RFP. Contractor(s) may be required, at the option of the State and at the Contractor's expense, to prove by demonstration and/or published industry standard specifications that they meet each of the requirements specified in the RFP. Contractor(s) failing to meet any requirement specified in the RFP will be eliminated from further consideration.

C. ORAL PRESENTATION

Respondents to this RFP may be required to make an oral presentation of their proposal to ensure thorough, mutual understanding. The State will schedule the time and location for these presentations, if required, following the Proposal Due date.

If such oral presentations are requested, the Contractor's key personnel designated to work on this project must attend. The purposes of an oral presentation are:

- To give the Contractor an opportunity to clarify their Proposal and their qualifications.
- For the State to examine more closely the Contractor's Proposal and qualifications.

D. CONTRACTOR'S AUTHORITY TO SELL OR LEASE

The State will not participate in determinations regarding a Contractor's authority to sell or lease the items in this request. If there is a question or doubt regarding a Contractor's right or ability to obtain, sell or lease a product, the Contractor should resolve that question prior to submitting a proposal.

E. CONTRACT PERIOD

The length of the contract shall be for an 18 month period effective December 1, 2007 through June 30, 2009, subject to availability of funds, unless the entire scope of services has been completed and accepted to the satisfaction of the State prior to June 30, 2009.

F. DELIVERY AND ACCEPTANCE

The Contractor who designs the performance management system that will provide the State the ability to analyze and improve performance as well as to satisfy federal reporting requirements as it relates to TANF work participation compliance, shall conduct all the analysis work. A written scope of work shall be developed, presented to and reviewed with the State prior to being submitted for State approval.

Upon delivery of the written scope of work by the CONTRACTOR, the State will review the write-up for validity, time, and cost. Upon approval of the write-up by the State, the CONTRACTOR is to provide the services to implement the written scope of work.

Upon completion and delivery of any deliverable, the State shall coordinate with the Contractor and follow agreed upon procedure and process for acceptance of all delivered products to the satisfaction of the State.

G. FAILURE TO DELIVER

The Contractor shall deliver products awarded in this contract in accordance with terms and conditions herein. Failure to deliver may be cause for termination of contract and the barring of the Contractor from future proposal submittals. If the Contractor is unable or refuses to deliver the product(s) within the time specified, it shall be the Contractor's responsibility to obtain prior approval to delay delivery for a specified delivery time. If the Contractor fails to request approval to delay delivery or if the State denies the request, the State reserves the right to terminate the contract and may bar the Contractor from future Request for Proposals.

H. INSURANCE

The Contractor shall provide at the time of proposal submittal, proof of insurance.

I. TERMINATION OF THE CONTRACT

An exhibit of the State standard form contract and General Conditions is contained in this RFP. The General Conditions provides for termination of the contract under various conditions. This section provides additional termination provisions of the contract which the Contractor is advised to review carefully and completely.

The awarded contract may terminate or may be terminated by the DHS for any or all of the following additional reasons:

- (1) In the event of the insolvency of or declaration of bankruptcy by the Contractor; and
- (2) In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of the DHS obligations hereunder.

Each of the conditions mentioned above are described in further detail in the following subsections.

TERMINATION FOR BANKRUPTCY OR INSOLVENCY

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights of creditors, DHS may, at its option, terminate this contract.

In the event the DHS elects to terminate a contract under this provision, it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

TERMINATION FOR UNAVAILABILITY OF FUNDS

Notwithstanding any other provision of this contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii.

In the event such appropriations are determined, at the sole discretion of the Director of DHS, to no longer exist, or to be insufficient with respect to charges payable hereunder, this contract shall terminate without further obligations or liability of DHS as of that moment. In such event, the Director of DHS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

TERMINATION FOR DEFAULT

The failure of the Contractor to comply with any terms, conditions, or provisions of the contract shall constitute a default by the Contractor. In the event of a default, DHS shall notify the Contractor by certified or registered mail, return receipt requested, of the specific act or omission of the Contractor which constitutes default. The Contractor shall have fifteen (15) business days from the date of receipt of such notification to cure such default.

In the event of a default, and during the above-specified grace period, performance under the contract shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) business days, DHS, may, at its sole option, terminate the contract for default. Such termination will be accomplished by written notice of termination, forwarded to the Contractor by

certified or registered mail, return receipt requested and shall be effective on the close of business on the date specified in the notice of termination.

If it is determined after the notice of termination for default, that the Contractor's failure was due to causes beyond the control and without error negligence of the Contractor, the termination shall be deemed a termination for convenience under subsection 41.340 below.

DHS' decision not to declare default shall not be deemed a waiver of such default for the purpose of any other remedy a Contractor may have.

TERMINATION FOR CONVENIENCE

DHS may terminate performance of work under the contract in whole or in part whenever, for any reason, DHS determines that such termination is in the best interest of the State of Hawaii. In the event that DHS elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

When interests of the Contractor so require, the Contractor may terminate the contract for convenience by providing the DHS with six (6) months written notice. In the event that the Contractor elects to terminate the contract pursuant to this provision, it shall so notify the DHS by certified or registered mail, return receipt requested.

TERMINATION FOR LACK OF VIABILITY

Notwithstanding any other provision of the contract, the parties hereto agree that in the event that the DHS determines at the sole discretion of the Director of DHS, that program integration initiatives and programmatic or operational efficiencies are not achievable with respect to the intent of the contract, the contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall issue a letter of such termination to the Contractor sent by certified or registered mail, return receipt requested. The date of termination shall be effective as of the date specified in the letter of termination.

PROCEDURE FOR TERMINATION FOR REASONS UNDER TERMINATION OF THE CONTRACT

The Contractor shall:

- (1) Stop work under the contract on the date and to the extent specified in the notice of termination;
- (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the contract that may not be terminated;

- (3) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- (4) Assign to DHS in the manner and to the extent directed by the Procurement Officer, of the right, title, and interest of the Contractor under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- (5) With the approval of the Procurement Officer, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the contract;
- (6) Complete the performance of such part of the work as shall not have been terminated by the notice of termination;
- (7) Take such action as may be necessary, or as the Procurement Officer may direct, for the protection and preservation of any and all property and/or information related to the contract which is in the possession of the Contractor and in which DHS has or may acquire interest;
- (8) Within ten (10) business days from the effective date of the termination notice, the Contractor shall deliver to DHS, copies of all current data, files, program documentation, and other documentation and procedures used in the performance of the contract at no cost to DHS. The Contractor agrees that DHS or its authorized representatives or agents shall have a non-exclusive, royalty-free right to the use of any such documentation.

TERMINATION CLAIMS

After receipt of a notice of termination, the Contractor shall submit to the DHS Contract Administrator any termination claim in the form and with the certification prescribed by the DHS Contract Administrator. Such claim shall be submitted promptly, but in no event later than six (6) months from the effective date of termination.

Upon failure of the Contractor to submit its termination claim(s) within the time allowed, the DHS Contract Administrator may, subject to any review required by any State procedures or laws in effect as of the date of execution of the contract, determine, on the basis of information available to the DHS Contract Administrator, the amount, if any, due to the Contractor by reason of the termination and shall thereupon cause to be paid to the Contractor the amount to be determined.

Upon receipt of the notice of termination, the Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this contract. The Contractor shall be paid only at a price mutually agreed upon by the State and the Contractor upon termination.

In the event of the failure of the Contractor and State to agree in whole or in part as to the amounts with respect to costs to be paid to the Contractor in connection

with the total or partial termination of work pursuant to this provision, the State shall determine on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right to appeal any such determination made by the State as stated in Subsection 41.120, Disputes.

FORCE MAJEURE

If the Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of a major epidemic, act of God, war, civil disturbances, court order, or any cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such non-performance shall not be grounds for termination for default.

Neither party to this contract shall be responsible for delays or failures in performance resulting from acts beyond the control of either party.

Nothing in this section shall be construed to prevent DHS from terminating this contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

J. OWNERSHIP

The STATE shall have complete ownership of all materials, both finished and unfinished, which are developed, prepared, assembled, or conceived by the Contractor pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon completion, expiration or termination of the Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Contractor pursuant to this Contract.

K. PRICING INFORMATION AND ADJUSTMENT

Pricing in the proposal shall include all applicable costs and taxes.

No price increase shall be allowed during the contract term or extension, however in the event of a general price decline, the State shall be entitled to reductions given to similar customers. The Contractor shall notify the State within five (5) business days of any price decline. Price reduction information shall be sent in writing to:

Benefit, Employment & Support Services Division
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813
Attn: Employment, Child Care Program Office
Fax: (808) 586-5744

L. QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to the issuing officer. The State will respond to written questions on the date indicated in the Significant Dates, or as amended. Contractors are encouraged to submit written questions prior to the date specified in the Schedule.

No RFP conference will be held.

M. INFORMATION AND BROCHURES

Brochures or literature not otherwise required by this RFP shall be submitted upon request. If requested, such brochures and literature shall be delivered with two (2) working days of the request.

N. ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during contract negotiations. Their terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

O. PAYMENT

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days from receipt of invoice or satisfactory delivery of goods or performance of services to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period, or interest payments not in conformance with statute.

P. ADDITIONS AND EXCEPTIONS TO THE GENERAL CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be canceled or the offers may be rejected, in whole and in part, when in the best interest of the purchasing agency, as provided in Sections 3.122.95 through 3.122.97, HAR.

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

Q. FEDERAL APPROVAL AND FUNDS AVAILABILITY

The State will not award this contract if State funding is not made available in the appropriate funding period to allow award of this contract.

Prices quoted in the proposal shall be good for at least six (6) months.

The contract will be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the contract; however, this does not affect either the State's right or the Contractor's rights under the termination clauses of the contract. The State will notify the Contractor in writing, at least thirty (30) days prior to the expiration of the contract whether funds are available or not available for the continuation of the contract for each succeeding contract extension period. In the event of cancellation, as provided in this paragraph, both parties will comply with HRS §103D-315(c) and § 30-122-149(g), HAR.

6. SCOPE OF SERVICES

A. OVERVIEW

The State of Hawaii, Department of Human Services (DHS), Benefit Employment and Support Services Division (BESSD) is seeking Contractor services to develop specifications and perform systems acceptance testing for a performance management system that will provide the State with the ability to analyze and improve performance as well as to satisfy federal reporting requirements as it relates to Temporary Assistance for Needy Families (TANF) work participation compliance.

Award of this Request for Proposal is subject to available funds and the receipt of all appropriate approvals.

B. BACKGROUND

The State of Hawaii, Department of Human Services (DHS) must comply with the Deficit Reduction Act of 2005 (DRA), which reauthorized TANF and imposes significant work participation and reporting requirements on state agencies. To meet these new requirements, DHS must assess program performance and manage information in new ways. Under the DRA, state welfare agencies are now subject to work verification requirements and audit standards that include establishing internal controls on information reported to the federal government. These internal controls, which are subject to federal approval, must be applied to all phases of data reporting that contribute to federal reports on work activities among TANF customers. States are also now held strictly accountable for meeting federal work participation rates. Hawaii's response to the TANF provisions of the DRA is to implement a TANF financing strategy that requires detailed analysis of how each TANF recipient impacts the Work Participation Rate requirements.

C. ISSUES

Currently, DHS utilizes two (2) separate data systems to issue TANF benefits and to case manage TANF work compliance. The Hawaii Automated Welfare Information system (HAWI) is the payment system that records client and case demographics as it relates to TANF eligibility, as well as benefit issuance. The Hawaii Automated Network for Assistance (HANA) is the case management system that records and monitors TANF work participation compliance. Both systems utilize a common data repository that is main-frame based; however each system functions independently from one another.

As a result of this structure, work compliance and benefit issuance and accounting must be merged in order to create the federal data extract that is mandated by the U.S. Department of Health and Human Services (HHS), Administration for Children and Families (ACF) for quarterly submittal. Because this scheme only occurs at the time of data submittal, Hawaii does not have the opportunity to review its work participation compliance, and possibly reallocate its source of funding for case benefits on clients who fall short of participation compliance, prior to data submittal. This results in reporting cases which do not meet work compliance and thus reducing the State's overall work participation percentage which may in time result in the State receiving TANF block grant reductions in future grant allocations.

SERVICES TO BE PERFORMED

DHS needs to develop a system with federally approvable internal controls that maximizes TANF performance outcomes. The first step in the process is for the Contractor to develop a complete package of data element, data model, and report specifications that utilize DHS's existing data structures. The methodology to support Hawaii's TANF financing strategy requires at least three sets of specifications:

1. Data Element Specifications: The data element specifications identify all of the key data elements in the case management and eligibility system, the properties of the data elements (e.g. data type and valid values), and edits applied to the data elements. In addition, it identifies additional variables that the system creates both for the TANF submissions and internal analysis, the properties of these data elements, any edits associated with them, and specifications for how to calculate these constructed data elements. . In many cases this will require developing detailed specification for how to construct these TANF submission data elements.
2. Data Model Specifications: Under the DRA, three data models are required.
 - A. A work eligible/funding status data model that assigns participants and cases to groups based upon national and state-specific criteria. National criteria can include sanction status, work eligible status, whether the case is a minor head-of-household, and the type of family (single parent, two parent, or child only). State-specific criteria can focus on data problems and unique factors related to state programs.
 - B. A work participation rate (WPR) data model capable of determining if a participant and/or a case is a success for the WPR, a failure for the WPR, or an exclusion. Assigning participants and cases to these three categories is quite complicated. The Department of Health and Human Services (HHS) rules require states to look at many variables, including the type of family, the age of the youngest child, the age of the head of household, the number of hours in core work activities, the number of hours in all work activities, the types of activities in which the participant has worked over their entire time in the TANF program, the number of months of TANF assistance, and the number of days or hours (depending on final ACF decision) of excused absence during the fiscal year. This combination of variables and other conditions pertinent to Hawaii program requirements can lead to hundreds of potential outcomes that must be tracked across time and assigned to appropriate funding sources. Adding state-specific rules can increase the complexity significantly.
 - C. A closed cases data model capable of identifying which cases should be included in the closed upload file sent to HHS. This model requires tracking funding sources for each case across time.
3. Report Specifications: To more easily use the model for performance reporting and management, the system must include reports that provide summary and detail information from the data models as well as detail information about performance and data issues. The number and complexity of reports depends upon the needs of staff and the number of data problems.

In order to develop the specifications, the Contractor will need to analyze HAWI and HANA data to make sure that the specifications conform to Hawaii's current data collection requirements. The Contractor shall work with DHS to ensure that the definitions and logic are understandable and acceptable as they relate to the interpretation of what factors are used in identifying and determining TANF work compliance.

The Contractor will also provide technical assistance (TA) to the developers of the TANF Performance System as they program the system. This TA will include explanation of the specifications and requirements as well as updates to the specifications, as needed.

Once the system is developed, the Contractor will test the TANF Performance System to determine if it conforms to the specifications. Where issues are found, the Contractor will provide reports detailing the problem and the expected results. This testing may be done off-site.

In addition, the Contractor will document the TANF Performance System. This documentation will include the specifications as well as explanations of the specifications.

Finally, the Contractor will provide TA to DHS in order to help DHS understand the TANF Performance Management System, TANF performance, and data quality issues. This TA may require the contractor to analyze DHS data. This TA will be provided by phone and/or email.

D. SAFEGUARD DATA

Due to the confidential and critical nature of the State's data, the Contractor shall ensure appropriate levels of safeguards to protect the confidentiality of the State's data are in place and maintained at all times.

E. REQUIREMENTS

The Contractor must have a proven track record developing specifications for performance systems for government programs that focus on employment outcomes, particularly for TANF. They will be able to provide solid references showing delivery of such services in a timely, cost effective manner.

The Contractor's project team members are expected to have specialized knowledge and experience directly relevant to the needs of this project.

The proposed hour figures will be used in the selection process. The proposal shall also include hourly dollar rates. The hourly rate will be used when providing fixed dollar costs. The actual cost and hours per category for the contract will be based on the actual dollars allotted for the project.

F. WORK PLAN AND SCHEDULE REQUIREMENTS

The Contractor shall:

- Provide detailed work plans regarding the development of the specifications for the TANF Performance System. Work plans shall include timetables and shall identify all necessary State staff that needs to be involved during the design.

- Obtain sign offs on any work plans from either, and in some cases both, DHS/OIT and DHS/BESSD management.
- Appropriately schedule work to minimize downtime with the DHS Staff. DHS/BESSD and DHS/OIT management must approve of all work plans prior to start.
- Notify DHS/BESSD or DHS/OIT management, depending on the nature of the situation, as soon as possible of any delays or constraints, during the course of the project.

G. DELIVERABLES

The Contractor shall develop and deliver, but is not limited to, all documentation required for State Data Processing Standards. An original must be submitted for each of the following documents that may be photocopied in addition to an electronic copy. The electronic copy shall be in a format and software version that is agreed upon by both the Contractor and the State.

- Project Plans
- Risk Assessment
- Detailed Design Document
- User Manual(s)

Along with the documentation, the Contractor shall be responsible for walkthroughs and obtaining the proper sign off at each proposed phase of the project.

H. TIME OF PERFORMANCE

The Contract shall commence no later than December 1, 2007 and shall continue until the project has been completed and accepted as stated in section 5. Special Provisions, C. Delivery and Acceptance.

I. SUPPLEMENTAL SERVICES MAY BE REQUIRED

The Contractor acknowledges that unanticipated system and operational requirements may arise as the scope of services under the contract proceeds. In the event that in order to make the system design complete and fully operational and satisfactory to the State, additional services of the Contractor may be required, the Contractor agrees to enter into a supplemental agreement upon request by the State for the additional work. The cost of the additional scope of services will be agreed upon.

J. RESOURCES

1. Personnel

The Contractor shall provide all necessary personnel required to perform the services under this AGREEMENT as specified in the Contractor's proposal. Such personnel shall not be deemed to be employees of the State or the Department. This AGREEMENT is for special and temporary services to be provided by the Contractor as an independent Contractor, and all laws applicable to regular and permanent State employees, such as those relating to vacation, sick leave,

retirement, health benefits, and civil service classifications, shall not apply to the Contractor or to its employees.

2. Removal of Personnel

The State shall have the right, and the Contractor shall comply within a reasonable period of time, to remove any of the Contractor's personnel from the State's and /or the Department's premises and from all work under this AGREEMENT upon written notification by the Department.

3. Duty to Replace

If any of the Contractor's personnel assigned to the work under this AGREEMENT leave the employment of the Contractor or are removed from work on this project as the request of the Department, the Contractor shall immediately replace such personnel with qualified individual(s) so as not to effect any deliverable dates.

Qualifications of Project Team members

The Contractor chosen to perform this project will have a proven track record of project management in diverse technical environments. They will be able to provide solid references showing the ability to deliver services in a timely, cost effective manner. The proposal must identify one Project Manager. This person will be the primary contact person for the execution of the project.

The project team members are expected to have specialized knowledge and experience directly relevant to the needs of this project.

Proposals in response to this document must include specific information on the strategy being proposed to meet the DHS requirements, a management level project plan, specific detailed information on how the individual tasks will be approached, and resumes for key personnel. Also all references shall show recent experience related to that required in this RFP. References must include a contact name, phone number, and details on the work performed, timeframe, and products delivered.

7. PROPOSAL CONTENTS

This section describes the contents and formats designed to ensure completeness in the Proposal Packet for the Contractor's proposal. The intent of the packet is to standardize the proposals to allow comparisons and enable equitable measurements for competitive review for awarding to the most responsible and responsive Contractor with a proposal that is the most advantageous to the State.

This is not an attempt to limit the contents of any proposal and the Contractor may include any additional data and information which is deemed pertinent to the proposal for this RFP. The proposal should provide straightforward and concise delineation of the Contractor's capabilities to satisfy the requirements of this RFP. Prepare proposals without expensive art work, unusual print, or materials not essential to its utility and clarity.

The Contractor's proposal shall be considered a complete plan for accomplishing the tasks described in this request. The Contractor's plan shall demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this request, including all contractual services.

Additional copies of the proposal may be requested for contracting purposes. The purchasing agency will notify the contractor of the winning proposal when additional proposal copies are needed.

The DHS will not pay any costs incurred by the Contractors for proposal preparation.

A. GUIDELINES AND OUTLINE

Six (6) proposals, one original and five (5) copies, of the proposal under sealed cover must be received at the issuing office, before the date and time listed in the Significant Dates. Any proposal received after the date and time will be rejected and returned unopened to the Contractor. Rejection applies to all proposals regardless whether the proposal was mailed or hand-delivered.

All proposals shall remain confidential until a Notice of Award is issued to the Vendor. Thereafter, the winning proposal shall be made public except for those sections that the Contractor considers, and the State agrees, to be trade secrets or proprietary material or data. Such trade secrets or proprietary material or data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. The confidential information shall be easily identified by indicating its section and/or page number(s) in the proposal's table of contents. All unsuccessful Vendors' Proposals shall be a part of the contract files and available for public inspection.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the attorney general and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless an appeal is submitted to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

The Proposal Packet shall be delivered by the date and time specified in the Significant Date schedule to:

Department of Human Service
 Benefit, Employment and Support Services Division
 820 Mililani Street, Suite 606
 Honolulu, Hawaii 96813

All proposals must be delivered during regular State business hours Monday through Friday 8:00 a.m. to 4:00 p.m. HST, except holidays. Any proposals E-mailed or Faxed will **NOT** be accepted. Proposals delivered to the aforementioned office after the date and time specified in the Significant Date schedule will **NOT** be accepted and returned unopened.

In packaging the proposal, the outside cover of the package containing the proposal shall be marked and/or labeled:

PROPOSAL - HMS-903-08-07-S

CONTRACTOR'S NAME

ADDRESS

PHONE NUMBER

DATE

B. PROPOSAL SECTIONS

Failure to include the following sections in the Contractor's proposal may be cause for the proposal to be determined non-responsive and rejected. The required sections of the proposal packet are:

1. Proposal Submission Form

The Proposal Submission Form must be signed and included in each copy of the proposal packet(s). The form is included in this RFP.

2. Executive Summary

Condense and highlight the contents of the proposal to provide the Selection Committee with a broad understanding of the entire proposal.

3. Sub-Contractor's Statement

If a sub-contractor will be used, a statement shall be submitted, signed by an individual authorized to legally bind the sub-contractor and stating:

- a) The general scope of work to be performed by the sub-contractor.
- b) The sub-contractor's willingness to perform the work indicated.

4. Certification

This section shall include for the Contractor and any subcontractors:

- a) The prices and cost data were arrived at independently, without consultation, communication, or agreement with any other Contractor or competitor.

- b) No attempt was made or shall be made by each Contractor to induce any other person or firm to submit or not to submit a price for the purpose of restricting competition.
- c) The offered price, if any, shall remain in effect for at least six months following the date that proposals are due.

5. Approach to the Project

Provide an overview of the project with the objective of demonstrating the Contractor's understanding of the RFP requirements. The section should contain a description of how the project will be carried out and why this approach was selected. Also, include anticipated problem areas, if any.

6. Work Plan and Schedule

Provide a detailed task by task work plan for the entire project, including training, testing, conversion activities and other activities if any, with a schedule for each task. Ample time should be allotted for approval of each deliverable. The Contractor and State personnel should be listed separately.

Provide a chart, showing the project schedule and milestones.

Provide provisions for handling potential or actual problems.

Any assumptions or constraints identified by the Contractor.

Also include details and method to be used in managing, controlling, and reporting project and project activities.

7. Project Organization and Staffing

Demonstrate how the Contractor's proposed Project team meets or exceeds the required qualifications. Include an organizational chart of team, and discuss functions, estimates of staff-hours, and responsibilities during the phases of the project.

Provide resumes of Project team staff members, including specific experience relevant to this RFP.

Include in discussion, anticipated roles of State personnel.

8. Corporate Background and Experience

Include information on the Contractor and background of the company, size and resources, details of corporate experiences relevant to this project, including any and all subcontractors.

9. Client References, including customer name, contact name, phone number. The form is included in this RFP

10. Contractor's Legal Name:

Proposals shall be submitted using the Contractor's exact name as registered with the Department of Commerce and Consumer Affairs, if applicable. Offer shall indicate exact legal name in the appropriate spaces in the Proposal Submission Form. The Contractor is required to submit their offer using their exact legal name, using the

Contractor's Legal Name form (included in this RFP). Failure to do so may delay proper execution of the contract.

The Contractor's authorized signature shall be an original signature in blue or black ink. If the Contractor's Legal Name form is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected unless accompanied by other material containing an original signature, indicating the Contractor's intent to be bound.

11. Method of Award:

Reference Responsibility of Contractors in Section 3-122-112, HAR. The Contractor shall attach documents with this Agreement to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to Section 103D-328, HRS, the Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the STATE.

If a Tax Clearance Certificate is not available at the time of bid submission, the Certification For Tax Clearance form (included in this RFP) and a copy of the Contractor's TAX CLEARANCE APPLICATION Form A-6 will be accepted.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX TAX CLEARANCE APPLICATION Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

http://www.hawaii.gov/tax/a1_1alphalist.htm. DOTAX Forms by

Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application.

The application for the clearance is the responsibility of the Contractor, and must be submitted directly to the DOTAX or IRS and not to the State.

The Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Instructions are as follows:

Pursuant to Section 103D-310(c), HRS, the Contractor shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the STATE.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Contractor who in turn shall submit it to the State.

The application for the certificate is the responsibility of the Contractor and must be submitted directly to the DLIR and not to the STATE.

Requirement for award. To be eligible for award, the Contractor must comply as follows:

Hawaii Business. A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Contractor shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Contractor’s status as a sole proprietorship or other business entity and its business street address indicated on the Contract will be used to confirm that the Contractor is a Hawaii business.

Compliant Non-Hawaii Business. A business entity referred to as a “compliant non-Hawaii business”, is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Contractor shall submit a CERTIFICATE OF GOOD STANDING.

To obtain a CERTIFICATE OF GOOD STANDING go online to <http://www.hawaii.gov/dcca/areas/breg/registration/>. To register or to obtain a “Certificate of Good Standing” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “Certificate of Good Standing” is valid for six months from date of issue and must be valid on the date it is received by the STATE.

The Contractors are advised that there are costs associated with registering and obtaining a “Certificate of Good Standing” from the DCCA.

Timely Submission of All Certificates. The above certificates should be applied for and submitted to the STATE as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original “Certificate of Compliance for Final Payment” (SPO Form-22), will be required for final payment. A copy of the Form is available at <http://www4.hawaii.gov/StateForms/ShowForm.cfm?ID=SP>.

Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html> to acquire a “Certificate of Vendor Compliance.” The HCE provides current compliance status as of the issuance date. The “Certificate of Vendor Compliance” indicating that the vendor’s status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for contracting purposes.

Vendors that elect to use the HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to obtain the various certificates as instructed in the sections above.

12. COST

This section shall include a detailed and summary of the cost estimate by the categories and its subcategories listed in the “Scope of Services; D. Services to be Performed”. The details shall be broken down by resource’s hourly rate and time allotted by category. All cost estimates totals shall include all applicable taxes.

Provide hourly pricing for additional services performed by a project manager, systems analyst, and a programmer. The hourly rate is used to provide fixed dollar costs for additional services. The actual number of hours is dependent upon the proposed hourly rate for the project manager, systems analyst, and programmer.

The Contractor shall refer to the Cost Summary, and Cost Worksheet (included in this RFP) when preparing their costing schedule. Additional, spreadsheets may be attached as appropriate.

8. EVALUTION CRITERIA AND CONTRACTOR SELECTION

EVALUATION CRITERIA

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsive and responsible Contractor whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

-THE TOTAL PERCENT USED
TO SCORE THIS CONTRACT IS 100

1. Staffing (40 percent)
 - a. Does Project Manager Personnel meet requirements as requested?
 - b. Do the proposed Technical Architects / Systems Analysts / Programmers meet requirements?
 - c. Do the proposed project team members have specialized knowledge and experience directly relevant to the needs of this project?
 - d. Is the staff size appropriate for servicing the request?
2. Project Work Plan and Schedule (30 percent)

Points based on the approach to systems development and project management plans of proposal. Proposals with the following criteria, but not limited to, will be scored higher:

- Is the vendor able to provide all requested tasks and requirements?
- Does the vendor display an understanding of the requirements?
- Does the approach for the Project and Tasks have sufficient detail?
- Does the project schedule meet the State's requested timelines?
- Does the project schedule appear to be in line with the project work plan?
- Does the project work plan appear to be technically sound?
- Are there additional proposed services beyond what is requested and required and is advantageous to the State?

3. Cost – (5 Percent)

In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to cost, 5 points. The point allocations for cost on the other proposals will be determined through the method set out as follows:

[Lowest Cost x 5 points (maximum)] divided by Contractor's Proposal Cost = Percent

4. Proven Vendor (25 percent)
 - a. Has the vendor provided similar services to other customers?
 - b. Is the vendor in good standing with the State of Hawaii?
 - c. Is the vendor in good standing with DHS?

PROPOSAL SUBMISSION FORM

Lillian B. Koller, Director
Department of Human Services
State of Hawaii
P.O. Box 339
Honolulu, Hawaii 96813-0339

Dear Ms Koller:

The undersigned has examined and understands RFP No. HMS-903-80-07-S " Technical Design of a Temporary Assistance for Needy Families (TANF) Performance Management System." and hereby agrees if selected to furnish and deliver all in strict compliance with the Request for Proposal.

The TOTAL PROPOSAL PRICE IS _____ DOLLARS
(\$ _____), with all applicable taxes included.

Any questions that the State may have regarding this proposal should be directed to:

Name _____

Title _____

Company _____

Address _____

City, State, Zip _____

Telephone _____

The undersigned understands and agrees that:

1. The Department of Human Services reserves the right to reject any and all proposals and to waive any defects, when in the Department's opinion, such rejection or waiver must be made in the best interest of the Department;
2. By submitting this proposal, the undersigned is declaring that the proposal is not in violation of Section 84-15, Hawaii Revised Statutes, concerning prohibited State contracts; and
3. If awarded the Contract, any services performed must be performed in accordance with Section 103-55, Hawaii Revised Statutes.

Respectfully submitted,

**By

Title

*(Affix Corporate Seal)

General Excise Tax License Number

* If the corporate seal is not available at the local or branch office from where the proposal is being made, a corporate certificate, resolution, or letter delegating proper authority may be attached to the proposal as an acceptable substitute.

** Please submit with this proposal evidence of the authority of the signature of this officer to submit in behalf of the company.

COST SHEET

Following is the cost form which must be a part of the Cost proposal that the Contractor submits. The Contractor may submit additional detail and explanatory pages; however, this format must be used to summarize the total proposal costs.

Proposing Company: _____

COST SUMMARY

Category	Task Hours		Hourly Rate		Total		Total w/ Tax*
1		\$		\$		\$	
2		\$		\$		\$	
3		\$		\$		\$	
4		\$		\$		\$	
5		\$		\$		\$	
6		\$		\$		\$	
7a		\$		\$		\$	
7b		\$		\$		\$	
7c		\$		\$		\$	
7d		\$		\$		\$	
TOTAL		\$		\$		\$	

Hourly rate for additional services:

		Hourly Rate		Hourly Rate w/Tax*
Project Manager				
Analysist				
Other				

* All applicable taxes shall be included. Any state tax applied shall not exceed 4.712%.

CLIENT REFERENCES

The Contractor is required to supply the State with names, addresses, and telephone numbers of three (3) customers for which the Contractor has supplied products and services that are similar to those being requested in this RFP. All work for these references must have been performed within the past two (2) years in the State of Hawaii. Only three (3) references should be submitted in the proposal submission packet.

1. Client Name: _____
Client Address: _____

Reference Name _____
Current Phone: _____
2. Client Name: _____
Client Address: _____

Reference Name _____
Current Phone: _____
3. Client Name: _____
Client Address: _____

Reference Name _____
Current Phone: _____

CONTRACTOR'S LEGAL NAME

Procurement Officer
Department of Human Services
1390 Miller Street, Room 104
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Invitation for Bids attached hereto, and in the AGREEMENT and GENERAL CONDITIONS by reference is made a part hereof and attached hereto submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: (Check **one** only):

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **or**
☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, is or shall be registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii as a separate branch or division capable of fully performing under the contract. State of Incorporation: _____.

Offeror is a: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other

Hawaii General Excise Tax License No. : _____

Federal I.D. No.: _____

Respectfully submitted:

Date: _____

Exact Legal Name of Company (Offeror) *

Telephone No.: _____

Authorized Signature

Facsimile No.: _____

Print Name

Email address: _____

Payment address, if other than street address at right: (address, city, state, zip code)

Title

Street Address (Not P.O. Box)

City, State, Zip Code

*If the Offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

CERTIFICATION FOR TAX CLEARANCE

(To be completed if a Tax Clearance Certificate is not available at the time of submitting a proposal. Form A-6 can be obtained from the DOTAX office or from their website at http://www.state.hi.us/tax/a1_1alphalist.htm. A copy of the Tax Clearance Certificate not more than 6 months old from this date may be submitted.)

I certify that I submitted a State and IRS tax clearance application (Form A-6) by mail on _____ and have not received an original or certified
(Date)
copy at the time I submitted this offer.

Upon receipt of a tax clearance, I will immediately send it by mail or by facsimile to your office:

Department of Human Services
Benefit, Employment and Support Services Division
Attn.: Scott Nakasone
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813

The Tax Clearance may also be sent by facsimile to 808.586.5744.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

APPENDIX A

GENERAL CONDITIONS

Printable and Viewable through the following link:
<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>